

TOWN OF ANDOVER

AGREEMENT

ANDOVER PUBLIC SAFETY COMMUNICATORS

N.E.P.B.A – LOCAL 109

Public Safety Communicators shall fall under the Revised Personnel Policy in effect June 24, 1981 with the attached exceptions. Public Safety Communicators shall negotiate their own amendment to the Agreement.

Effective July 1, 2014 through June 30, 2016

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1. GENERAL PROVISIONS

1.1 Bargaining Agent

The Town of Andover hereby recognizes the New England Police Benevolent Association (N.E.P.B.A.) as the exclusive bargaining agent for the APSC.

1.2 Dues Deduction & Authorization Card

Pursuant to the provisions of the General Laws, Chapter 180, Section 17A, association dues shall be deducted weekly by the Town from the salary of each member who executes and remits to the Town a form of authorization for payroll deduction of association dues. Remittance of the aggregate amount of dues shall be made to the APSC treasurer within thirty (30) days after the month in which dues are deducted.

1.3 Payroll Deduction of Agency Service Fee

Pursuant to General Laws, Chapter 150E, Section 12, as amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment that on or after the thirtieth day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay an agency service fee which shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received. Said agency fee shall be deducted weekly from the salary of each member. Remittance of the aggregate amount of dues shall be made to the APSC treasurer within thirty (30) days after the month in which fees are deducted.

The Association agrees to indemnify the Town for damages or costs in complying with this article. No request to dismiss or suspend an employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General Laws, Chapter 150E, Section 12, or so long as an employee demand for rebate of part of the service payment remains in dispute.

2. DEFINITIONS

2.23.1 Seniority: Communicator with the highest years plus part-time hours of service in the Communication Department for the Town of Andover.

2.28.1 There shall only be two (2) Communicators allowed to take time off per

day, this will include, but not be limited to, vacation days, personal day, holiday days and extended sick or injury leave 30 calendar days or more. If a third Communicator requests time off, then it is management's decision to allow it.

Communicators may take accumulated time off in $\frac{1}{4}$, $\frac{1}{2}$, or full day increments. If an employee takes a $\frac{1}{4}$ day off it must be at the start or end of his/her scheduled shift. Filling of $\frac{1}{4}$ days on an overtime basis, when necessary, will only be paid for the actual time worked (section 6.1.10 shall not apply).

2.30.1 Mandatory and voluntary hours are hours that are worked to fill a vacant shift in the Communications Center only. If a Communicator takes a shift, then he/she is committed to work it unless the Communicator secures another Communicator as a replacement to work the shift in question.

2.44 Work Day: The hours of work shall be as follows:

12:45 A.M. to 9:00 A.M.

8:45 A.M. to 5:00 P.M.

4:45 P.M. to 1:00 A.M.

2.45 Work Week: The so-called 4 and 2 work schedule shall apply. This schedule provides that Communicators shall work four (4) consecutive days and have two (2) consecutive days off, thereafter on a six-week rotation cycle.

2.45.1 It is recognized that if the Chief of Police determines that it would best serve the needs of the Department, he may set up one or more schedules of five (5) days working and two (2) day off. Any such created shifts would be subject to the shift differentials associated with them and the Communicator who is assigned to these shifts shall receive two (2) additional days off with pay (Accum. Days) every six (6) weeks.

2.45.2 The Communications Department work schedule shall be opened annually for bid starting the second Friday of November in order to allow the Communicators an opportunity to indicate their preference of shift and group by seniority with the final decision made by the Chief of Police. The new schedule shall become effective on the first Sunday of January, but not on January 1.

2.46 Staffing: In the event that it is necessary for a Communicator to work alone because a second Communicator is unavailable to work, that Communicator shall receive a stipend of \$4.00 for the first full hour as well as \$4.00 for each full hour thereafter.

6. OVERTIME WORK

- 6.1.1 Overtime shifts pursuant to a chart wherein the Communicators who are on his/her day off, with the lowest voluntary hours, will first be offered the shift. Then Communicators with the lowest hours, tied hours going to senior Communicator.
- 6.1.2 Overtime on sick calls shall be offered to the Communicators on duty first if it is for the next shift, then according to Section 6.1.
- 6.1.3 Mandatory shifts pursuant to a chart wherein the Communicator with the lowest mandatory hours, not on his/her day off, will be mandatoried with tied hours going to the least senior Communicator. If a Communicator is mandatoried on his/her day off, then they will receive a day off at a later time.
- For the purpose of this section, a day off will include scheduled days off as well as any other approved time off, i.e., vacation days, personal days, mandatory days dues, holiday dues and accumulated days.
- 6.1.4 Mandatory shifts for sick calls can be given to another Communicator if he/she calls back as long as it follows Section 6.1.3 and both Communicators agree to it.
- 6.1.5 Mandatory shifts for ¼ or ½ shifts shall go to the Communicator whose shift is attached to the vacant ¼ or ½ shift.
- 6.1.6 The first Sunday in January after New Year's Day, voluntary and mandatory hours will be set to zero (0) to coincide with Section 2.45.1 for January.
- 6.1.7 New Communicators will be given highest voluntary hours and lowest mandatory hours effective the day they are eligible for overtime.
- 6.1.8 The Town will make an effort not to allow a Communicator to work more than sixteen (16) consecutive hours except in an emergency situation.
- 6.1.9. A Communicator may be cancelled from an overtime shift as long as the cancellation notice is greater than 4 hours before the start of the scheduled shift. If the notice is less than 4 hours, then the Communicator shall receive not less than four (4) hours pay (this section is related and in addition to 17.13 & 17.13.1).
- 6.1.10 Any time a dispatcher reports for duty he shall be compensated for a

minimum of four (4) hours pay.

- 6.1.11 Part-time Communicators will be offered available open shifts after the shifts are first offered to full-time Communicators, but before assigning mandatory shifts to full-time Communicators. At no time will a part-time Communicator work without a full-time Communicator working the same shift.

7. HOLIDAYS

- 7.1 The following eleven (11) days shall be considered paid holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Holiday pay shall be one-fifth (1/5) or twenty (20) percent of the employee's weekly salary whether he worked the holiday, was on vacation, emergency leave, injury leave, ordered military leave, or excused absence including sick or funeral leave.

- 7.1.a If a Communicator works a 1645-0100 hrs, shift on the eve of Thanksgiving, Christmas or New Year's Day, then he/she is entitled to receive a compensatory Holiday Due, which must be used in accordance with the provisions of Section 7.

- 7.1.1 When a Communicator's scheduled work day falls on a holiday listed above and he/she works that holiday, the holiday pay described above (Section 7.1) shall be at the time and a half rate and, in addition, he/she shall receive a compensatory day off (Holiday Due). Communicators shall request to take time off up to 96 hours in advance of their scheduled shift. However, Communicators may request to use accumulated time off with up to 16 hours of advance notice, as long as another Communicator is available to voluntarily fill the shift.

a. If a Communicator works on any of the following six (6) holidays but was out sick on the calendar day before or after that holiday, then he/she shall forfeit the Holiday Due and be compensated with pay at the rate of time and a half rather than straight time. These holidays are New Year's, Memorial Day, July Fourth, Labor Day, Thanksgiving and Christmas.

There shall be no forfeiture of the compensatory day off (Holiday Due) if a Communicator is out sick on the calendar day before or after the other remaining five (5) holidays.

- 7.1.2 A Communicator can specify two (2) weeks in advance of a holiday he/she is scheduled to work that he/she prefers the time and one half pay to the compensatory day off (Holiday Due).

- 7.1.3 Communicators shall be allowed to carryover five Holiday Dues into the next fiscal year. Days carried over must be used by the end of the calendar year.
- 7.3 If a Communicator is on a non-scheduled day of work and he/she works an overtime shift on a holiday, then in addition to overtime pay for the overtime hours worked, he/she shall also be entitled to a Holiday Due for each overtime shift worked.
- 7.4 When a Communicator works an overtime shift on a holiday, in addition to overtime pay for the overtime hours worked, he/she shall also be entitled to a Holiday Due for each overtime shift worked.
- 7.5 The supervisor at his/her discretion may elect to either work a holiday scheduled on a Monday through Friday and receive the additional holiday pay, or he/she may take that holiday off and not be charged a personal, accumulated, or holiday due day.
- 7.6 The filling of vacant shifts (that would normally be filled) will be honored on these major holidays (Christmas, New Year's, Thanksgiving, July 4th and after 5:00 P.M. on Thanksgiving Eve, Christmas Eve and New Year's Eve). The communicator requesting the day off will secure a suitable replacement to work his shift (if his shift would normally get filled) and the replacement dispatcher that is securing the shift shall be entitled to work that shift, if it would normally be filled. This shall be an exception to Section 6, filling of Overtime Work. Nothing in this section prohibits the Chief from determining adequate staffing levels.
- 7.7 Members may individually elect (by notifying the Chief in writing by July 1st of each fiscal year) to have the value of all eleven (11) of their paid holidays per Article 7 of this agreement deposited into a 457 retirement plan in the member's name at the end of the fiscal year in June, instead of having those days paid to them as they occur throughout the course of the year. [Note: As of January 2013, the IRS limits the maximum annual contribution an employee can make to his/her 457 plan to \$17,500. When an employee's total elected deposits would exceed the IRS maximum, the balance will be paid out to the employee in the form of a cash payment in his/her paycheck.]

16. GRIEVANCE AND ARBITRATION:

- 16.1 A grievance is a dispute concerning the interpretation, application, or alleged violation of the express terms of this agreement.
- 16.2 A grievance shall be processed in the following manner:

Step I. Grievances may be first presented by the employee and/or the Union representative to the officer designated by the Chief as in charge of the Employee's shift or such other officer designated and an earnest effort shall be made within the next 48 hours to adjust the grievance in an informal manner.

Step II. If the grievance is not resolved in Step I, the grievance shall be reduced to writing and presented to the Chief of Police or his designee within ten (10) days of the occurrence of the incident on which the grievance is based or when the employee first knew or should have known of the incident upon which the grievance is based. The Chief or his designee may meet with the Grievance Committee, within ten (10) days from the time the grievance is received by him to discuss and attempt to adjust the grievance; and he shall answer the grievance within seven (7) days after the meeting.

Step III. If the grievance still remains unadjusted, it shall be presented to the Town Manager or his designee in writing within ten (10) days after the response of the Chief of the Department is due. The Town Manager or his designee shall meet within ten (10) days of receipt of the grievance with the Grievance Committee, not to exceed three (3) employees, and the grievant, if he so desires to attend. The Town Manager or his designee may bring such other person(s) as he desires to be present. The Town Manager or his designee shall notify the grievant and the Union of his decision in writing within ten (10) days of said meeting.

Step IV. If the grievance remains unresolved, the Union, and only the Union, shall within fifteen (15) days after the Step III answer is received or the date on which said answer is due, whichever first occurs, have the right to submit the matter to arbitration. Submission to arbitration shall be accomplished by mailing the grievance, postage prepaid, to the American Arbitration Association or a mutually acceptable third party arbitrator with a copy to the Town Manager. The arbitration shall be conducted pursuant to the then existing rules of procedure of the American Arbitration Association. The costs of the arbitrator's services and any fees of the American Arbitration Association shall be shared equally by the parties. The decision of the arbitrator shall be final and binding, subject to the provisions of General Laws, Chapter 150C, provided that the arbitrator shall not alter, amend, add to, or subtract from the provisions of this Agreement. Notwithstanding any contrary provisions of this Agreement, the following matters shall not be subject to the arbitration provisions of the Agreement:

1. Any matter that is outside the express terms of this Agreement or matters subject to Retirement Board Laws, Rules, or Regulations, except as in Item 3 below.
2. Any matter involving the discipline or discharge of a probationary

employee.

3. Any matter involving the suspension, dismissal, removal, or termination of an employee who has completed his probationary period unless the employee and the Union elect arbitration as the exclusive remedy pursuant to General Laws, Chapter 150E, Section 8.
4. Any matter that concerns the Police Chief's rights of assignment on matters of public safety as determined under Massachusetts appellate court decisions.

16.3 A grievance shall be deemed waived unless submitted at each step by the aggrieved employee and/or his representative within the time limits provided herein. Time limits may be extended by mutual agreement of the parties in writing. Saturdays, Sundays and holidays shall not be counted in any of the time periods specified in this Article. A group grievance concerning three (3) or more dispatchers may be submitted at Step II.

16.4 A dispatcher's probationary period shall be 6 consecutive calendar months from the date of hire.

17. LEAVE OF ABSENCE

17.1 Vacation Days

17.1.1 For the purpose of this Agreement, a week's vacation shall be computed as five (5) days of work for each week of vacation. The anniversary date of employment shall be used for computing years of service. The dates of December 18th to January 3rd are excluded from the vacation period unless a Communicator is not scheduled to work at any time of the day or night of New Year's Eve, New Year's Day, Christmas Eve or Christmas Day or if an arrangement has been made with a fellow Communicator to fill in for him/her at said time subject to the prior approval of the Chief of Police or his designee.

After one (1) year of continuous service	2 weeks
After five (5) years of continuous service	3 weeks
After ten (10) years of continuous service	4 weeks
After fifteen (15) years of continuous service	5 weeks

17.1.5 Beginning in FY-2001 (July 1, 2000), vacation time will be awarded at the start of each fiscal year and it should be taken during that particular fiscal year. Unless an exception is granted by the Chief of Police, vacation time in excess of two (2) weeks may not be carried into the following fiscal year. At the time of the conversion to this new date, a Communicator's vacation allotment will be pro-rated to take into account the change in dates.

Vacation is accrued monthly throughout the year. It is awarded once yearly. Upon the termination of employment by a communicator he/she shall be compensated with all accrued vacation time that he/she has earned up until the most previously completed month of work. Only awarded time may be used by active employees.

- 17.1.6 Communicators should provide by seniority, a request of the two weeks' vacation during the sign-up time in December. After the two week pick, time off becomes open to all Communicators on a first-come basis with a ninety-six (96) hour notice in writing.

17.2 SICK LEAVE

- 17.2.13 APSC members who accumulate a balance of 90 or more Sick Leave days may convert 5 days to Vacation Leave at the beginning of each fiscal year, provided the employee has not used more than 5 unexcused Sick Leave days during the prior fiscal year, and the 5 days of Vacation Leave are used within six months.

- 17.2.14 APSC members hired prior to July 1, 2011 will accumulate 1.25 sick days per month of service. Members hired after July 1, 2011 will accumulate 1 sick day per month of service.

- 17.2.15 APSC members with 10+ years of service and a Sick Leave balance of at least 85 days as of January 1st of each year shall be eligible to sell-back either one week (5 days) or two weeks (10 days) of their accumulated Sick Leave at their rate of pay as of January 1st. Participating members may elect to receive their Sick Leave sell-back payment in cash or have it deposited into their 457 retirement plan. Payments or deposits will be made in January.

- 17.2.15 Effective January 1, 2013, sick leave days earned for all members over the course of the previous twelve month period will be permanently valued at the member's daily rate of pay in effect as of the first payroll of each calendar year. Any sick leave used or sold back during the course of the year will be deducted from the members accumulated sick leave balance in the order of newest to oldest days earned. Any accumulated sick leave balance on the books as of the last payroll of December, 2012 will be valued at the employee's daily rate of pay in effect as of the first payroll of January, 2013.

17.5 PERSONAL DAYS

- 17.5.1 Each Communicator shall be allowed two (2) non-accumulating personal leave days in each fiscal year (neither day charged to sick time).

Communicators shall request to take a personal day up to 96 hours in advance of their scheduled shift. However, Communicators may request to use a personal day with up to 16 hours of advance notice, as long as another Communicator is available to voluntarily fill the shift.

17.5.2 Effective July 1, 1994, each Communicator will be given two (2) additional non-accumulating personal leave days if he/she does not use more than three (3) sick days in the preceding fiscal year.

17.6 SPECIAL LEAVE

17.6.1 Each Communicator shall be granted special leave (swaps) with pay for a day on which he/she is able to secure another Communicator to work in his/her place. This leave will be allowed provided:

- a. such substitution does not impose any additional cost to the Town with regard to the payment of salary and wages;
- b. that the Chief of Police, or his designee, shall approve all such substitutions at least one (1) day in advance of its becoming effective, providing time is available for said notification;
- c. neither the Communicator nor the Town is to be held responsible for enforcing the Agreement between the two Communicators;
- d. a Communicator working a swap shall relinquish his/her day off while the other Communicator will be considered on his/her day off except in an emergency situation. A Communicator working a swap on his/her scheduled day off is eligible to be mandatoried for any other shift on the day of the scheduled swap;
- e. Swaps are not allowed if two (2) or more Communicators are already scheduled to be off for any reason unless the request for the swap has been previously approved by a supervisor. An exception to this restriction is in the case where a Communicator makes arrangements for a swap on his/her scheduled day off. This will be allowed even though there may already be two (2) Communicators previously scheduled for time off on that particular day; and
- f. mandatory shifts shall not be transferable.

17.7 MILITARY LEAVE

17.7.1 For training requirements an employee will be allowed up to thirty (30) Military Leave days per year without being required to submit any reimbursement of money to the Town. Any Military Leave which is in excess of the said thirty days will require the employee to submit his/her Military Leave Earning Statement (LES) in order to reimburse the Town. The Town's obligation will be to make up the difference between the employee's military base pay and his/her regular weekly rate of pay. Employees who work in excess of eight (8) days in a row because their military training falls on their scheduled days off, are allowed to use up to two Military Leave Days during the week preceding or following their military training. All employees attending military training will submit a copy of their military orders to the Department when they are issued

17.7.2 If an employee who is a member of a reserve military unit is called to active duty, the Town will pay said employee the difference between his/her military base pay and the employee's regular weekly rate of pay. In addition, the Town will maintain its share of either an individual or family (whichever should apply) medical coverage for the term of the employee's call to active duty. Employees will be required to submit copies of their Military LES as they become available. The Chief may allow vacation carry-over in excess of allowances noted in this collective bargaining agreement. Any excess vacation time must be used within twelve (12) months of the employee's return to duty. This section is meant to supplement the Soldier's and Sailor's Relief Act of 1984 and it is not meant to replace it or any other Federal or State benefit.

17.73 Employees and the Town will comply with the Town of Andover Military Service Policy that conforms with the USERRA Charter 708 of the Acts of 1941 and relevant provision of the Massachusetts General Laws, with respect to employment, re-employment and protection of benefits during military service.

17.11 BEREAVEMENT DAYS

17.11.1 In the event of a death in the immediate family of an employee, he/she shall be entitled to up to four (4) days of leave (not counting days off) without loss of pay for the purpose of making necessary arrangements for and to attend the funeral or memorial services or handle other matters of the estate. Said leave shall not be charged to sick leave or vacation leave. For the purposes of this section, immediate family shall mean spouse, children, mother, father, brothers, sisters, mother-in-law, father-in-law, grandchildren and grandparents, also domestic partner who resided permanently with the employee. In the event of a death of a brother-in-law, sister-in-law, employee's aunt or uncle or a relative who resided permanently with the employee, the employee shall be entitled to one (1) day off.

17.11.2 In the case of other deaths not covered in 17.11.1, the employee may charge up to

three (3) days per fiscal year to sick leave in order to attend funeral or memorial services. These days may be used in ½ day increments with reasonable discretion.

17.12

TERMINAL LEAVE

Effective July 1, 2006 - All Andover Public Safety Communicators who become eligible for retirement under the Andover Contributory Retirement System and terminates his/her employment with the Town shall be entitled to compensation for his/her unused accumulated sick leave as per the "Terminal Leave Chart" (shown below), subject to the following:

- a. Only service to the Town of Andover (Town and School) is eligible for payment under the terminal leave program.
- b. If the accumulated sick leave balance is less than the allowed number of terminal leave days in the chart, the accumulated sick leave balance will be considered to be the total terminal leave payment.
- c. In cases of termination due to death, the beneficiary shall be granted terminal leave according to the formula listed below, regardless of retirement eligibility. When a termination (other than) death precedes the retirement, the conditions necessary for terminal leave are not met, and therefore, terminal leave is not granted.
- d. An employee will be eligible for Terminal Leave provided that he/she is eligible to receive a retirement allowance from the Andover Contributory Retirement system as defined in MGL Ch 32 § 5(1) at the time of termination, whether or not he/she chooses to file for retirement at the time of termination.
- e. For APSC members hired prior to 7/1/08, the maximum number of days allowed for terminal leave is 120 work days at 24 years of service, pro-rated for less years of service, and payable at the member's daily rate.
- f. For APSC members hired from 7/1/08 through 6/30/13, the maximum number of days allowed for terminal leave is 90 work days at 24 years of service, pro-rated for less years of service, and payable at the member's daily rate.
- g. For APSC members hired on or after 7/1/13, the maximum number of days allowed for terminal leave is 75 work days at 24 years of service, pro-rated for less years of service and payable at the member's daily rate established each year per 17.2.15

- h. For APSC members hired from 7/1/15 through 6/30/16, the maximum number of days allowed for terminal leave is 50 work days at 24 years of service, prorated for lesser years of service, payable at the member's daily rate. Any employee hired on or before May 25th, 2016 will be considered grandfathered for the purposes of this section and will be eligible to receive the same benefits as employees hired on or before June 30th, 2015.
- i. For APSC member hired from 7/1/16 through 6/30/17, the maximum number of days for terminal leave is 25 work days at 24 years of service, prorated for lesser years of service, payable at the member's daily rate.

APSC Terminal Leave Chart			
Years of Service	Maximum Allowed Days		
	< 7/1/08	7/1/08 – 6/30/13	7/1/13 >
1	6.5	5	6
2	13	10	9
3	19.5	15	12
4	26	20	15
5	32.5	25	18
6	39	30	21
7	45.5	35	24
8	52	40	27
9	58.5	44	30
10	65	48	33
11	68	51	36
12	72	54	39
13	76	57	42
14	80	60	45
15	84	63	48
16	88	66	51
17	92	69	54
18	96	72	57
19	100	75	60
20	104	78	63
21	108	81	66
22	112	84	69
23	116	87	72
24+	120	90	75

17.13 Military leave or court time is subject to cancellation but it has to be within a reasonable amount of time (sixteen (16) hours or the day before) or the Town owes the communicator four (4) hours compensation. The communicator is responsible for calling the department the day before to confirm the need for the fill-in.

17.13.1 A Communicator who is scheduled for jury duty is required to call and confirm the status of his/her jury duty by 1700 hours on the day preceding the scheduled duty. If said duty has been cancelled or if he/she is not needed, then the Communicator shall immediately notify the Communications Center in order that the filled shift can be cancelled. There shall be no additional expense to the Town when it is determined that a Communicator's presence for jury duty is cancelled and as a result, another Communicator is then cancelled from working the extra shift.

23. TRAINING

23.5 The Department may require specific training on mandated subjects in which case the Department will compensate the employee for his/her time.

23.6 The Department will post training opportunities that become available. Communicators are encouraged to attend these training sessions for professional development. The Department reserves the right to compensate the Communicator for attendance.

23.7 Management will issue a training manual.

23.8 The Town agrees to provide training for any Communicator who is interested in attaining certification in CPR. Said training will be at the Communicator's overtime rate of pay if it is administered during his/her non-scheduled hours of work.

23.9 The Supervisor of the Communications Center, in conjunction with the Department's Training Officer, shall continue to set up a training program and train all newly hired Communicators. However, in the event that the Supervisor is either absent or unavailable to conduct said training, then the Supervisor may designate a Communicator to implement a part or a special section of the training program. In the event that a Communicator is designated to conduct training with a new Communicator, said trainer shall receive an additional \$32.00 per day for each occurrence that he/she is conducting the training. The Communications Supervisor is not entitled to this stipend.

25. CLOTHING ALLOWANCE

25.3 Beginning on July 1, 2006 each Communicator will be reimbursed up to

\$500 per fiscal year for the purchase of work-related clothing. Communicators may order clothing directly from approved public safety clothing vendors, or provide purchase receipts from other commercial clothing vendors.

25.3.1 New dispatchers shall be allowed to purchase the following, which shall be reimbursed by the town:

- Two (2) Long-sleeved shirts
- Two (2) Short-sleeved shirts
- Two (2) Trousers
- One (1) black belt
- One (1) black tie
- One (1) pair of black shoes that can take a polish (no more than

\$50)

Uniform allowance will be pro-rated for first year employees.

25.3.2 Clothing/equipment purchased by the Department shall be returned to the Department at the Communicator's termination within that present fiscal year.

26. NIGHT DIFFERENTIAL

26.1 There shall be a night differential of:

12:45 A.M. to 9:00 A.M.	9%
4:45 P.M. to 1:00 A.M.	8%

27. COMMUNICATORS

27.1 Each member of the Communications Division shall be included in this Agreement and shall get the same benefits as Communicators. Members of the bargaining committee are the sole bargaining unit and represent all full-time members of the Communications Division.

27.2 Union Business Leave

Elected Officers of Local 109 with permission of the Chief shall be granted 72 hours time off, without loss of pay or benefits, to perform union related business. The permission of the Chief shall not be unreasonably withheld.

27.3 New England PBA Election of Officers Convention

In those years in which the NEPBA holds its convention for the purpose of electing its officers, one delegate and one alternate to said convention will be allowed up to 3 days off with pay provided the dates of the actual convention (not travel days) fall on scheduled work days of the chosen delegate and alternate.

28. EVALUATION SYSTEM

- 28.1 Each Communicator will be evaluated at least once a year by a Sergeant or Lieutenant of the Police Department. The Evaluation will be used as an educational experience only. If a Communicator disagrees with his/her evaluation, he/she will have a rebuttal process. Two Communicators will assist in the drafting of the evaluation questionnaire. This will be done at the expense of the Town.

The Town and the union will negotiate the implementation of Departmental procedures for the annual assessment and feedback of PS Communicator work performance.

29. MISCELLANEOUS

29.1 Monitors

Communicators are required to monitor all monitoring systems within the Communications Center, including the cell monitors (with recognized exceptions).

29.2 Court

It is recognized that a Communicator may be required to attend a court trial that is directly related to his/her employment in the capacity as a Communicator with the Town of Andover. If said attendance occurs during the Communicator's non-scheduled hours of work, then the Communicator shall receive a minimum of four (4) hours pay at the individual's overtime rate and shall be paid for the actual number of hours in attendance should it exceed four hours. A Communicator attending a trial during his/her scheduled hours of work shall not receive any additional compensation.

29.3 Residency Requirement

Communicators hired after July 1, 1999 are required to live within a fifteen (15) mile radius of the Town of Andover, said distance to be measured as the shortest distance border to border.

29.4 Outside Employment

A Communicator would be precluded from working outside employment without prior approval from the Chief of Police.

29.5 Maternity Leave

A Communicator is entitled to Maternity Leave. Said Leave shall be up to eight (8) weeks to be deducted from accumulated Sick Time and an

addition four (4) weeks of unpaid leave. In addition, a Communicator is entitled to up to two (2) weeks of Paternity Leave, said Leave to be deducted from accumulated Sick Time.

29.6 Educational Reimbursement

The Town will reimburse a Communicator up to the following amounts for college courses completed in each fiscal year while employed by the Town:

\$3,000 for undergraduate courses
\$5,000 for graduate courses
\$100 expense stipend per course

29.7 One-time Longevity Benefit

29.7.1 Upon written request to the Town Manager, members with 30 years or more service will receive a one-time Longevity benefit of a 15% increase to their base pay for 16 weeks, provided the employee has at least 120 days of accumulated sick time at 30 years of service.

29.7.2 Members with less than 30 years service may receive a one-time Longevity benefit of a 15% increase to their base pay for 8 weeks, provided the employee has the required number of days of accumulated sick time (prorated for lesser years of service – e.g., 100/25, 80/20, etc.).

29.7.3 During that time, the employee may not use more than 4 unexcused sick days without a doctor's note or department head approval.

29.7.4 This benefit shall not apply to APSC members hired after July 1, 2008.

29.7.5 Members of the APSC NEPBA Local 109 shall participate in weekly direct deposit when the Town of Andover adopts such a program. If and when the Town seeks to move to bi-weekly payroll at some point in the future, it will bargain any impacts that may be required.

29.8 Physical Fitness Incentive Program: The Department encourages all Communicators to participate in the following voluntary physical fitness incentive program. Communicators participating in this program will be tested each year during the month of July, using the nationally recognized Cooper Standard. Communicators will be tested on sit-ups, 1.5 mile run, and either a one rep bench press or push-ups (their choice). The Department will schedule testing dates outside of normal work hours. Communicators scoring at or above the minimum standards for each of the four exercises, as listed below, will be awarded a personal day.

Communicators having six or more unexcused absences during the previous fiscal year will not be eligible to participate in this program. The Department will meet with the Union after the completion of the first and second year of the program to review and discuss results and standards.

Physical Assessment Minimum Standards: 1st Year Requirements (Male)

Age	Bench Press	Sit-ups	Push-ups	1.5 Mile Run
20-29	.99	38	29	12:29
30-39	.88	35	24	12:53
40-49	.80	29	18	13:50
50-59	.71	24	13	15:14

Physical Assessment Minimum Standards: 2nd Year (and after) Requirements (Male)

Age	Bench Press	Sit-ups	Push-ups	1.5 Mile Run
20-29	1.06	40	33	11:58
30-39	.93	36	27	12:25
40-49	.84	31	21	13:05
50-59	.75	26	15	14:33

Physical Assessment Minimum Standards: 1st Year Requirements (Female)

Age	Bench Press	Sit-ups	Push-ups	1.5 Mile Run
20-29	.59	32	15	15:05
30-39	.53	25	11	15:56
40-49	.50	20	9	17:11
50-59	.44	14	n/a	19:10

Physical Assessment Minimum Standards: 2nd Year (and after) Requirements (Female)

Age	Bench Press	Sit-ups	Push-ups	1.5 Mile Run
20-29	.65	35	18	14:15
30-39	.57	27	14	15:14
40-49	.52	22	11	16:13
50-59	.46	17	n/a	18:05

- 29.9 Regional Dispatch: The Andover Communication Center is the secondary Public Safety Answering Point (PSAP) for the Regional Dispatch Center in Middleton. Should there be any substantial change in working conditions due to this agreement with the Regional Dispatch Center the Town and the Bargaining Group agree to meet and discuss such impact.

COMPENSATION

Section 1. APSC members shall receive the following wage adjustments on July 1, 2014 and July 1, 2015:

SALARY SCHEDULE EFFECTIVE JULY 1, 2014 – 1.5 % Increase

Rank	Compensation Grade	1 Year (1)	1 Year (2)	1 Year (3)	1 Year (4)	1 Year (5)	1 Year (6)
		\$46,550	\$48,177	\$49,861	\$51,610	\$53,412	\$55,280
Dispatch	D-1						

Rank	Compensation Grade	1 Year (7)	1 Year (8)
Dispatch	D-1	\$57,221	\$59,215

SALARY SCHEDULE EFFECTIVE JULY 1, 2015 – 1.75% Increase

Rank	Compensation Grade	1 Year (1)	1 Year (2)	1 Year (3)	1 Year (4)	1 Year (5)	1 Year (6)
		\$47,365	\$49,020	\$50,734	\$52,513	\$54,347	\$56,247
Dispatch	D-1						

Rank	Compensation Grade	1 Year (7)	1 Year (8)
Dispatch	D-1	\$58,222	\$60,251

The following assignment, as made in the exclusive judgment of the Chief of the Department:

Dispatch Supervisor - 10% of Dispatcher's base rate of pay.

30. COMPENSATORY TIME

30.1 All communicators will have the right to accumulate compensatory time off in lieu of monetary overtime compensation subject to the provisions of this paragraph. Compensatory time will be credited at the rate of 1.5 hours of compensatory time off for each hour of overtime worked. Compensatory time may accrue up to 40 hours and must be taken in the fiscal year in which it is accrued. It is understood that compensatory time shall be scheduled at such times which will not unduly disrupt the operations of the employee's department, which will be determined by the Chief of police or his/her designee. Compensatory time must be taken in 8 hour increments. Requests for compensatory time must be made at a minimum of 96 hours in advance of the employee's scheduled shift for which the compensatory time will be used. The Chief of Police or his/her designee can in his/her discretion require that the employee accept payment in lieu of accruing compensatory time. Any such payment does not violate this provision. At the end of each fiscal year, the Town will make payment of any of the employee's accrued compensatory time that is not used by the end of the fiscal year by paying to the employee, the employee's regular rate for such accrued compensatory hours on the books and the employee's compensatory accruals will be reduced to zero upon such payment. This paragraph does not apply to "Accum Days" under Section 2.45.1 (p.2), "Holiday Due" days under Section 7.1.1 and 7.1. 2 (p.4) and to "compensatory days/accum days" under Section 2 in the Supervisor section (p.19)."

HEALTH INSURANCE

1. Health insurance benefits provided in accordance with M.G.L. Chapter 32B shall be continued for the life of this Agreement. The Agreement entered into between the Parties dated April 25, 2015 regarding health insurance plan design is subject to revision either by the Town invoking the provisions of M.G.L. c. 32B sections 21-23, or by negotiations pursuant to M.G.L. c. 150E to the extent required by law. Members may participate in the Town's Flexible Spending Account (FSA) program and elect to have the maximum amount allowed by the IRS per year withheld from their paychecks for the purpose of covering health-related expenses with pre-tax dollars.
2. APSC members will participate in the Healthcare Advisory Group meetings.
3. Members may participate in the Town's Flexible Spending Account (FSA) program and elect to have up to \$4,000 per year withheld from their paychecks for the purpose of covering health-related expenses with pre-tax dollars.

4. Wellness Initiatives – Human Resources will continue to develop and offer various programs to promote employee exercise and stress reduction on a town-wide basis.

SUPERVISOR

1. The supervisor's work schedule shall be 8:45 A.M. to 5:00 P.M., Monday through Friday, including holidays.
2. As full compensation for the supervisor working one (1) extra day every three weeks under the 5-2 work schedule, as opposed to the 4-2 work schedule, the supervisor shall receive one (1) compensatory day off every three weeks (17 compensatory days off per year). Such compensatory time off (accum days) must be used during the fiscal year in which they are earned and may not be carried over without authorization from the Chief of Police or his designee.
3. The supervisor's time off (vacation, sick, etc.) is not to be filled as overtime. Furthermore, in order to reduce voluntary and mandatory overtime, the Town may use the supervisor to fill in for Communicators out sick, on vacation, etc. on the 8:45 A.M. to 5:00 P.M. shift, Monday through Friday.
4. The supervisor shall not be included in the rule of Article II, Section 2.28.1 which does not permit more than two (2) Communicators per day to take time off.
5. The supervisor will not participate in the regular and normal distribution of voluntary overtime and is relieved of the responsibility to work mandatory overtime outlined in Article VI of the Agreement. However, the supervisor will be offered the opportunity to work overtime that all other Communicators decline to work on a voluntary basis (before any Communicator is required to work mandatory overtime)

STABILITY OF AGREEMENT

Section 1. No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties.

Section 2. The failure of the Municipal Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or the Union to future performance of any such term or provision and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

DURATION


This Agreement shall be effective as of July 1, 2014 and shall continue in full force and effect until and including June 30, 2016, or until such time as a new Agreement is reached.

After August 1, 2015, either party shall notify the other of its intention to commence bargaining for a successor agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

This Agreement represents the entire Agreement of the parties and may not be reopened except as provided herein during its term.

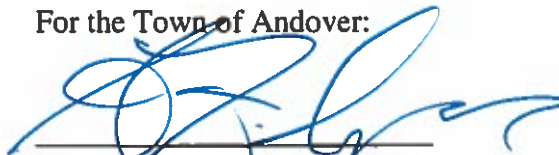
This Agreement is entered into this 25th day of May, 2016.

For the Andover Public Safety
Communicators, NEPBA Local 109



Gary Barnaby, President

For the Town of Andover:



Andrew P. Flanagan, Town Manager



Patrick E. Keefe, Chief of Police

